

**CARBON COUNTY FAIRGROUNDS  
RELEASE, WAIVER, AND INDEMNITY AGREEMENT  
SINCE FAIRGROUNDS ACTIVITIES CAN BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS AND OBSERVERS TO  
ASSUME ALL RISK BY SIGNING THIS AGREEMENT**

I hereby acknowledge that I have voluntarily applied to participate in and/or observe fairgrounds activities, including, but not limited to equestrian activities, motocross and softball.

AS LAWFUL CONSIDERATION of being permitted to enter upon and use the CARBON COUNTY FAIRGROUNDS and of being permitted to participate in or observe any activities or otherwise use the FAIRGROUNDS, I, the undersigned, for my heirs, distributees, legal representatives, next of kin and assigns agree to the provisions set forth below.

1. I hereby release, waive, discharge and covenant not to sue, make a claim against the property of or otherwise prosecute CARBON COUNTY, its Commissioners, employees or agents, hereafter collectively referred to as "COUNTY," for liability on account of damage to the property or injury to the person or death of the undersigned, whether caused from the passive or active negligence of the undersigned or otherwise while the undersigned is using the FAIRGROUNDS facilities or participating in or observing the related activities being presented at the FAIRGROUNDS.
2. I hereby agree to indemnify and save and hold harmless the COUNTY from any loss, liability, damage or cost that COUNTY may incur due to the presence of or any act of the Undersigned while the Undersigned is using the FAIRGROUNDS facilities or participating in or observing the related activities being presented at the FAIRGROUNDS.
3. I expressly agree that the foregoing Releaser Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah. I further agree that if any provision of this agreement is held to be invalid, nevertheless the balance of the agreement shall continue in full legal force and effect.
4. I warrant that the following statements are true and correct and I understand that the COUNTY has relied on them in entering into the foregoing Release, Waiver and Indemnity Agreement and the County is giving me permission to use the FAIRGROUNDS facilities and participate or observe the sporting and other activities being conducted therein based on the statements contained herein.
  - A. No oral presentation, statements or inducements apart from the foregoing written agreement have been made.
  - B. I am fully aware of the risks and hazards inherent in entering upon the FAIRGROUNDS and participating in and/or observing any events held upon the FAIRGROUNDS knowing the present condition thereof,
  - C. I acknowledge that the risks and hazards that I am assuming may increase during the time I am using the FAIRGROUNDS facilities.
  - D. I AM AWARE THAT THE PARTICIPATION IN AND/OR THE OBSERVATION OF EQUESTRIAN SPORTS, MOTORCYCLE SPORTS, SOFTBALL AND ALL RELATED ACTIVITIES MAY BE HAZARDOUS ACTIVITIES. I VOLUNTARILY PARTICIPATE IN AND/OR OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.
  - E. I hereby give my consent to whatever medical care, or lack thereof, which might be provided or available at the FAIRGROUNDS and further agree to conform and comply with all of the rules and regulations promulgated at the event,
  - F. I AGREE TO COMPENSATE OR REIMBURSE COUNTY FOR ANY COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEY FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST COUNTY FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, WHICH ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF MINE WHILE PARTICIPATING IN OR OBSERVING ANY ACTIVITIES CONDUCTED AT THE FAIRGROUNDS.
  - G. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE COVENANT NOT TO SUE CONTAINED HEREIN AND VOLUNTARILY SIGN THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT,

**The following must be filled out completely:**

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_

Venue(s) Used (arenas, motocross, ballfields, etc.) \_\_\_\_\_

Individual over age of 18 complete front section. Family complete section on back.

**Person 18 years and older:**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**Family with Minors or Individual under 18 years of age (Both Parents/Custodians must sign this form)**

Mailing Address: \_\_\_\_\_

**Please Print**

Parent's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Parent's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Minor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**1/2004**